



Peoples Bank & Trust Company

Henderson, N. C. 27536

January 30, 1979

ROBERT E. HALE
EXECUTIVE VICE PRESIDENT

RECORDATION NO. 10069 Filed 1425

FEB 1 1979 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

9-032A-22

FEB 01 1979

50.00

CC Washington, D. C.

Interstate Commerce Commission
12th & Constitution Avenue N.W.
Room 1227
Washington, D. C. 20423

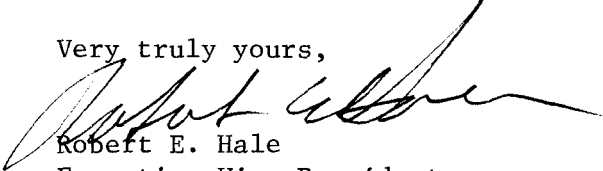
Attn: Ms. Mildred Lee

Dear Ms. Lee:

We enclose security agreement dated December 6, 1978 for Mr. Joel T. Cheatham, Jr. Belwood Road, Henderson, North Carolina to Peoples Bank & Trust Company, Henderson, North Carolina. This security agreement covers 4 each 50 ft., 70 ton truck NM Rail Boxcars 5347 cubic foot capacity mfg. by FMC Corp., serial nos. VTR 12122, VTR 12123, VTR12124, VTR 12125.

We attach an original and two notarized copies of the security agreement, plus \$50 check for filing the document with ICC.

Very truly yours,


Robert E. Hale
Executive Vice President

REH/re

Enclosures

RECEIVED FEB 1 1979

FILED FEB 1 1979

Interstate Commerce Commission

Washington, D.C. 20423

3/5/79

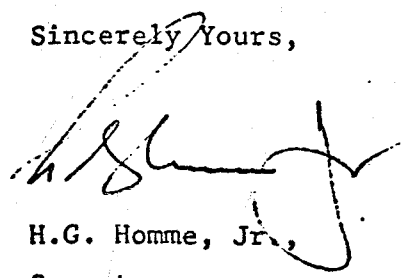
OFFICE OF THE SECRETARY

Robert E. Hale
Executive Vice Pres.
Peoples Bank & Trust Co.
Washington, D.C. 20036

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 2/1/79 at 1:25pm, and assigned recordation number(s) 10069

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)



PEOPLES BANK & TRUST COMPANY

SECURITY AGREEMENT FOR CONSUMER GOODS AND EQUIPMENT

The Debtor who is or who expects to be either directly or indirectly obligated to Peoples Bank and Trust Company, the Secured Party, agrees as follows:

(1) CREATION OF SECURITY INTEREST: Debtor grants to Secured Party a security interest in the Collateral described or referred to herein to secure the performance of all direct, contingent, present and future obligations of Debtor to Secured Party.

RECORDATION NO. 10003 Filed 1425

(2) COLLATERAL: The Collateral is:

☐ Consumer Goods -- for use primarily for personal, family or household purposes.

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☐ Farm Equipment having a price not in excess of \$ _____ for use primarily in farming business.

☒ Equipment -- for use primarily for business or professional purposes (other than farming) or by a non-profit or governmental agency. Check here ☒ if Debtor has more than one place of business in North Carolina. If Debtor has only one place of business in North Carolina, give county of business here: _____ Check here ☐ if Debtor has no place of business in North Carolina but resides in North Carolina.

Fixtures -- goods which are to be affixed to real property.

1. In what county is real estate located? _____ County.

2. Give name of record owner or record lessee of real estate: _____

3. Give description of real property sufficient to locate real property in public records: _____

of the following description:

4 each 50 ft., 70 ton truck NM Rail Boxcars 5347 cubic foot capacity

mfg. by FMC Corp. Serial Nos. VTR 12122, VTR 12123, VTR 12124, VTR 12125

(See Schedule A on reverse side for additional description)

If checked here ☐ this is a purchase money security agreement.

Any additional Collateral subsequently delivered or transferred to the Secured Party shall be Collateral subject to this Agreement. All Collateral now or hereafter subject to this Agreement includes the proceeds thereof and any additions and accessions thereto. Nothing contained herein shall be deemed consent to the sale of any Collateral.

(3) DEBTORS OBLIGATIONS: The Debtor agrees:

(A) that time is of the essence of this Agreement, and Debtor shall promptly perform all obligations of Debtor including the payment, when due, of all amounts owed to Secured Party secured by this Agreement;

(B) that no Collateral will be misused, wasted or allowed to deteriorate except for normal wear and tear;

(C) to use the Collateral principally within the State of North Carolina and not to affix the Collateral to other personal property (unless other provision regarding the location or affixation of the Collateral is noted herein) and not to affix the Collateral to real property unless it is classified as a fixture hereinabove and the requisite information is supplied;

(D) to insure all Collateral against theft, loss or destruction, by policies acceptable to Secured Party and payable to both Debtor and the Secured Party as their interest may appear;

(E) that Secured Party may act as attorney for Debtor in adjusting and cancelling any such insurance coverage and in endorsing any insurance draft and may retain for the satisfaction of the Debtor's obligation any insurance proceeds and/or unearned premium on such insurance;

(F) to pay promptly when due all ad valorem taxes and assessments upon the Collateral;

(G) that upon the request of Secured Party, Debtor will give to or deposit with Secured Party additional Collateral to Secured Party's satisfaction;

(H) that Collateral will not be changed, transferred, or otherwise disposed of or be subjected to any unpaid charge, unless the Secured Party consents in advance in writing to such change, transfer or charge;

(I) to procure or execute any Financing Statement or other document and do any act or pay any costs which Secured Party deems necessary to protect its security interest under this Agreement; and

(J) that the Collateral will not be used for illegal purposes.

THIS SECURITY AGREEMENT IS SUBJECT TO THE ADDITIONAL RIGHTS, REMEDIES, AGREEMENTS AND AFFIRMATIONS SET FORTH ON THE REVERSE SIDE HEREOF, AND BEING A PART OF THIS AGREEMENT.

Given under the hand and seal of Debtor this 6th day of December 1978

Witness: _____

State of N. C.

County of Wake

On this 6th day of December 1978 before me personally appeared Joel T. Cheatham, Jr. to be known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

By _____

(individual)

(individual)

(partnership or corporation)

**ADDITIONAL RIGHTS, REMEDIES, AGREEMENTS
AND AFFIRMATIONS:**

(4) DEFAULT AND SECURED PARTY'S RIGHTS AND REMEDIES:

(A) The happening of any of the following events shall constitute a default hereunder: (i) the occurrence of a default under any note secured hereby; (ii) any representation or affirmation by the Debtor to the Secured Party herein or by separate writing is incorrect or false; (iii) non-compliance with, or non-performance of, any of Debtor's obligations or agreements hereunder; or (iv) the Secured Party believes in good faith that the prospect of payment or performance is impaired. Upon such a default, at the option of Secured Party, all debts secured hereby shall become immediately due and payable without demand or notice, and Secured Party shall have at any time thereafter the rights and remedies provided in the Uniform Commercial Code, and by any note secured hereby, any may:

(1) enter upon Debtor's premises to take possession of the Collateral or to render it unusable, or require Debtor to assemble the Collateral at any place designated by Secured Party reasonably convenient to the parties;

(2) Give any notice or notification to the Debtor required by the Uniform Commercial Code by mailing such notice, at least 3 business days before the event, if any, which is the subject of the notice to the Debtor's address shown herein; and

(3) use the proceeds of the disposition of any Collateral to pay and discharge the obligations of Debtor set forth herein and in any note secured hereby.

(B) The Secured Party may delay or refrain from exercising any past, present or future right or remedy hereunder without waiving any such right or remedy.

(5) ADDITIONAL AGREEMENTS AND AFFIRMATIONS: The Debtor agrees and affirms:

(A) that all information supplied and statements made by him in any application for credit, or for the renewal of credit, or in any application for life or disability insurance in connection with any obligation of Debtor, are true and correct;

(B) that any loss or destruction of the Collateral shall not release the Debtor from the payment and performance of the obligations set forth above;

(C) that he will assert no claim or defense he may have against Secured Party, against any assignee of this Agreement;

(D) that except as provided herein, no Financing Statement covering the Collateral or its proceeds is on file; that except as stated herein, there is no adverse lien or security interest in the Collateral; that Debtor has the right to transfer a security interest in the Collateral; and that the Debtor will defend the title to the Collateral and its proceeds against the claims of others;

(E) that all equipment, improvements and accessories hereafter attached to the property (including tires, if a vehicle is involved) shall become a part thereof by accession;

(F) that if an automobile is Collateral hereunder, a sale by Secured Party of such vehicle at a price based upon a recognized automobile quotation publication of a sale at a recognized automobile wholesale auction shall be deemed "commercially reasonable;"

(G) that the address of the residence of each Debtor appears below the signature of each;

(H) that "Debtor" and "Secured Party" as used in this Security Agreement shall include one or more persons, shall include the heirs, executors, administrators, successors and assigns of those parties, and that all masculine pronouns shall include the feminine and neuter;

(I) if more than one Debtor executes this Agreement, their obligations under this Security Agreement shall be joint and several; and

(J) the law governing this secured transaction shall be that of the State of North Carolina.

SCHEDULE A

